UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION Central Valley Project, California

CONTRACT BETWEEN THE UNITED STATES AND

DIVERTER OF WATER FROM SACRAMENTO RIVER SOURCES, SETTLING WATER RIGHTS DISPUTES AND PROVIDING FOR PROJECT WATER

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1	R.O. Draft 02/26-2003
2 3	Contract No. Standard Irrigation District Form
4	Standard Higation District Form
5	UNITED STATES
6	DEPARTMENT OF THE INTERIOR
7	BUREAU OF RECLAMATION
8 9	Central Valley Project, California
10	CONTRACT BETWEEN THE UNITED STATES AND
11	
12	DIVERTER OF WATER FROM SACRAMENTO RIVER SOURCES
13	SETTLING WATER RIGHTS DISPUTES AND
14	PROVIDING FOR PROJECT WATER
15	
16 17	THIS CONTRACT, hereinafter referred to as "Settlement Contract," is
18	entered into by THE UNITED STATES OF AMERICA, hereinafter referred to as the
10	chiefed into by THE ONTED STATES OF AMERICA, herematic referred to as the
19	United States, made this day of, 2004, pursuant to the
20	applicable authority granted to it generally in the Act of June 17, 1902 (32 Stat. 388), and
21	acts amendatory or supplementary thereto, including, but not limited to, the Acts of
22	August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat.
23	1187), as amended and supplemented, including, but not limited to, Sections 9 and 14
24	thereto, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96
25	Stat. 1262), October 27, 1986 (100 Stat. 3050), as amended, and Title XXXIV of the Act
26	of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal
27	Reclamation law, and, hereinafter referred to as the
28	Contractor, a public agency of the State of California, duly organized, existing, and
29	acting pursuant to the laws thereof, with its principal place of business in California;
30	[may change depending on contracting entity]
31	WITNESSETH, that:

1	EXPLANATORY RECITALS
2	[1 ^{st]} WHEREAS, the United States has constructed and is operating the Central
3	Valley Project, California, for multiple purposes pursuant to its statutory authority; and
4	[2 ^{nd]} WHEREAS, the Contractor has rights to divert, is diverting, and will
5	continue to divert for reasonable beneficial use, water from the natural flow of the
6	Sacramento River and tributaries thereto, that would have been flowing therein if the
7	Central Valley Project were not in existence; and [Contractor Specific - "Other"
8	Rights"]
9	[3 ^{rd]} WHEREAS, the construction and operation of the integrated and
10	coordinated Central Valley Project has changed and will further change the regimen of
11	the Sacramento, American, San Joaquin, and Trinity Rivers and the Sacramento-San
12	Joaquin Delta from unregulated flow to regulated flow; and
13	[4 ^{th]} WHEREAS, the United States has rights to divert, is diverting, and will
14	continue to divert waters from said Rivers and said Delta in connection with the operation
15	of said Central Valley Project, and
16	[5 ^{th]} WHEREAS, the Contractor and the United States had a dispute over the
17	respective rights of the parties to divert and use water from the regulated flow of the
18	Sacramento River which threatened to result in litigation, and as a means to settle that
19	dispute entered into Contract No, as amended, hereinafter referred to
20	as the Existing Contract, which established terms for the delivery to the Contractor of
21	Central Valley Project Water, and the quantities of Base Supply the United States and the
22	Contractor agreed may be diverted by the Contractor from the Sacramento River pursuant
23	to such contract; and

1	[6 th] WHEREAS, the United States and the Contractor disagree with respect to
2	the authority of the United States to change the quantities of Base Supply and/or Project
3	Water specified as available for diversion in this Settlement Contract from the quantities
4	specified in the Existing Contract, and other issues related thereto. That dispute was the
5	subject of litigation in a lawsuit entitled Glenn-Colusa Irrigation District, et al. v. United
6	States, et al. [Civ. No. S-01-1816 GEB/JFM (E.D. Cal.)]; that litigation was dismissed,
7	without prejudice, pursuant to a stipulation of dismissal filed by the parties thereto on
8	August 29, 2002. Notwithstanding that dismissal, the Contractor and the United States
9	enter into this Settlement Contract to renew the Existing Contract, pursuant to the terms
10	of the Existing Contract, Federal Reclamation law, and the laws of the State of
11	California; and
12	[7 th] WHEREAS, to assure the Contractor of the enjoyment and use of the
13	regulated flow of the said Rivers and the Delta, and to provide for the economical
14	operation of the Central Valley Project by, and the reimbursement to, the United States
15	for expenditures made for said Project.
16	NOW, THEREFORE, in consideration of the performance of the herein
17	contained provisions, conditions, and covenants, it is agreed as follows:
18	<u>DEFINITIONS</u>
19	1. When used herein, unless otherwise expressed or incompatible with the
20	intent hereof, the term:
21	(a) "Base Supply" shall mean the quantity of Surface Water
22	established in Articles 3 and 5 which may be diverted by the Contractor from the

1	Sacramento River each month during the period April through October of each Year
2	without payment to the United States for such quantities diverted;
3	(b) "Basin-Wide Water Management Plan" shall mean the mutually
4	agreeable Sacramento River Basinwide Water Management Plan, dated,
5	developed by Glenn-Colusa Irrigation District, Maxwell Irrigation District, Natomas
6	Central Mutual Water Company, Pelger Mutual Water Company, Princeton-Codora-
7	Glenn Irrigation District, Provident Irrigation District, Reclamation District 108, Sutter
8	Mutual Water Company, Anderson-Cottonwood Irrigation District, M&T, Inc., Meridian
9	Farms Water Company, Reclamation District 1004 and the U.S. Bureau of Reclamation.
10	(c) "Charges" shall mean the payments for Project Water that the
11	Contractor is required to pay to the United States in addition to the "Rates" specified in
12	this Settlement Contract. The Contracting Officer will, on an annual basis, determine the
13	extent of these Charges. The type and amount of each Charge shall be specified in
14	Exhibit D;
15	(d) "Contract Total" shall mean the sum of the Base Supply and
16	Project Water available for diversion by the Contractor for the period April 1 through
17	October 31;
18	(e) "Critical Year" shall mean any Year in which either of the
19	following eventualities exists:
20	(1) The forecasted full natural inflow to Shasta Lake for the
21	current Water Year, as such forecast is made by the United States on or before February
22	15 and reviewed as frequently thereafter as conditions and information warrant, is equal
23	to or less than 3.2 million acre-feet; or

1	(2) The total accumulated actual deficiencies below 4 million
2	acre-feet in the immediately prior Water Year or series of successive prior Water Years
3	each of which had inflows of less than 4 million acre-feet, together with the forecasted
4	deficiency for the current Water Year, exceed 800,000 acre-feet.
5	For the purpose of determining a Critical Year, the computation of inflow
6	to Shasta Lake shall be performed in a manner that considers the extent of upstream
7	development above Shasta Lake during the year in question, and shall be used as the full
8	natural flow to Shasta Lake. In the event that major construction has occurred or occurs
9	above Shasta Lake after September 1, 1963 and which has materially altered or alters the
10	regimen of the stream systems contributing to Shasta Lake, the computed inflow to
11	Shasta Lake used to define a Critical Year will be adjusted to eliminate the effect of such
12	material alterations. After consultation with the State of California, the National Weather
13	Service, and other recognized forecasting agencies, the Contracting Officer will select the
14	forecast to be used and will make the details of it available to the Contractor. The same
15	forecasts used by the United States for the operation of the Project shall be used to make
16	the forecasts hereunder;
17	(f) "CVPIA" shall mean the Central Valley Project Improvement Act,
18	Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);
19	(g) "Eligible Lands" shall mean all lands to which Project Water may
20	be delivered in accordance with Section 204 of the Reclamation Reform Act of October
21	12, 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA;

1	(h) "E	xcess Lands" shall mean all lands in excess of the limitations
2	contained in Section 204	of the RRA, other than those lands exempt from acreage
3	limitation under Federal	Reclamation law;
4	(i) "F	ull Cost Rate" shall mean that water rate described in Sections
5	205(a)(3) or 202(3) of the	e RRA, whichever is applicable;
6	(j) "Ir	neligible Lands" shall mean all lands to which Project Water
7	may not be delivered in a	ccordance with Section 204 of the RRA;
8	(k) "L	andholder" shall mean a party that directly or indirectly owns or
9	leases nonexempt land, a	s provided in 43 CFR 426.2;
10	(l) "P	roject" shall mean the Central Valley Project owned by the
11	United States and manage	ed by the Department of the Interior, Bureau of Reclamation;
12	(m) "P	roject Water" shall mean all Surface Water diverted or
13	scheduled to be diverted	each month during the period April through October of each
14	Year by the Contractor fr	om the Sacramento River which is in excess of the Base Supply.
15	The United States recogn	izes the right of the Contractor to make arrangements for
16	acquisition of water from	projects of others than the United States for delivery through
17	the Sacramento River and	d tributaries subject to written agreement between Contractor
18	and the United States as t	to identification of such water which water when so identified
19	shall not be deemed Proje	ect Water under this Settlement Contract;
20	(n) "R	ates" shall mean the payments for Project Water determined
21	annually by the Contracti	ng Officer in accordance with the then current applicable water
22	ratesetting policies for the	e Project, as described in subdivision (a) of Article 8 of this
23	Settlement Contract;	

1	(o) "Secretary" or "Contracting Officer" shall mean the Secretary of
2	the Interior, a duly appointed successor, or an authorized representative acting pursuant to
3	any authority of the Secretary and through any agency of the Department of the Interior;
4	(p) "Surface Water" shall mean only those waters that are considered
5	as surface water under California law;
6	(q) "Water Year" shall mean the period commencing with October 1
7	of one year and extending through September 30 of the next; and
8	(r) "Year" shall mean a calendar year.
9	TERM OF SETTLEMENT CONTRACT
10	2. (a) This Settlement Contract shall become effective April 1, 2004, and
11	shall remain in effect until and including March 31, 2044: Provided, that under terms and
12	conditions mutually agreeable to the parties hereto, renewals may be made for successive
13	periods not to exceed 40 years each. The terms and conditions of each renewal shall be
14	agreed upon not later than one year prior to the expiration of the then existing Settlement
15	Contract.
16	(b) With respect to Project Water and the portions of this Settlement
17	Contract pertaining thereto, upon written request by the Contractor of the Secretary made
18	not later than one year prior to the expiration of this Settlement Contract, whenever,
19	account being taken of the amount then credited to the costs of construction of water
20	supply works, the remaining amount of construction costs of water supply work which is
21	properly assignable for ultimate return by the Contractor as established by the Secretary
22	of the Interior pursuant to (3) of Section 1 of Public Law 643 (70 Stat. 483), probably can
23	be repaid to the United States within the term of a contract under subsection 9(d) of the

- 1 1939 Reclamation Project Act (53 Stat. 1187), the relevant portions of this Settlement
- 2 Contract may be converted to a contract under said subsection 9(d) upon terms and
- 3 conditions mutually agreeable to the United States and the Contractor. The Secretary
- 4 shall make a determination 10 years after the date of execution of this Settlement
- 5 Contract, and every five years thereafter, of whether a conversion to a contract under said
- 6 subsection 9(d) can be accomplished pursuant to Public Law 643. Notwithstanding any
- 7 provision of this Settlement Contract, the Contractor reserves and shall have all rights and
- 8 benefits under Public Law 643.

9

WATER TO BE FURNISHED TO CONTRACTOR

- 10 3. (a) Subject to the conditions, limitations, and provisions hereinafter
- expressed, the Contractor is hereby entitled and authorized to divert from the Sacramento
- River at the locations shown in Exhibit A, for beneficial use within the area delineated on
- 13 Exhibit B, (both Exhibits are attached hereto and made a part hereof), the Contract Total
- designated in Exhibit A, or any revision thereof, in accordance with the monthly
- operating schedule required by Article 3(c) of this Settlement Contract. The quantity of
- any water diverted under this Settlement Contract from the Sacramento River, during the
- 17 period April through October, for use on any lands delineated on Exhibit B, by the owner
- 18 of such lands or otherwise shall constitute a part of the Contract Total as shown on
- 19 Exhibit A and shall be subject to all the provisions of this Settlement Contract relating to
- such Contract Total as if such diversion were made by the Contractor.
- 21 [NOTE: contractor-specific language dealing with individual water rights may be
- 22 needed.]

1	(b) The Contractor may have acquired rights to divert water from the
2	Sacramento River during the period April through October, that were obtained after the
3	date of execution of the Existing Contract, or the Contractor may acquire such rights in
4	the future. All diversions made from the Sacramento River, pursuant to such rights,
5	during the period April through October, shall not be considered a part of the quantity of
6	Base Supply and Project Water specified in Exhibit A; Provided, that the quantities
7	diverted pursuant to the above rights shall be identified on the schedule submitted
8	pursuant to Article 3(c) below, and shall not be substituted for any Base Supply or Project
9	Water; Provided, further, that any such identified quantities of other acquired rights may
10	be diverted by the Contractor before incurring any fee pursuant to Article 3(c)(1), below.
11	(c) Before April 1 and before the first day of each month thereafter
12	when a revision is needed, the Contractor shall submit a written schedule to the
13	Contracting Officer indicating the Contract Total to be diverted by the Contractor during
14	each month under this Settlement Contract. The United States shall furnish water to the
15	Contractor in accordance with the monthly operating schedule or any revisions thereof.
16	However, the United States recognizes the need of the Contractor to change from time to
17	time its monthly diversions of water from the quantities shown in Exhibit A; the
18	Contractor may make such changes, provided:
19	(1) that for the quantity of Base Supply diverted in excess of
20	the monthly quantity shown in Exhibit A, and as may be reduced in accordance with
21	Article 5(a), during June, July, August, September, or October of any Water Year, the
22	Contractor shall be charged a rescheduling fee equal to 50% of the sum of the storage

1	operations and maintenance rate and the storage capital rate components of the Project
2	ratesetting policy.
3	(2) that in no event shall the total quantity scheduled for
4	diversion by the Contractor from the Sacramento River:
5	(i) During the period April through October exceed the
6	aggregate of the Contract Total for that period shown in Exhibit A or any revision
7	thereof;
8	(ii) During the period July through September exceed
9	the aggregate of the Contract Total for that period shown in Exhibit A or any revision
10	thereof.
11	(d) In the event conditions warrant, the Contracting Officer reserves
12	the right to require the Contractor to submit, at least 72 hours prior to the beginning of
13	each weekly period, its estimate of daily diversion requirements for each such period
14	from the Sacramento River: <u>Provided</u> , <u>however</u> , that changes during any such period
15	may be made upon the giving of 72 hours' notice thereof to the Contracting Officer.
16	(e) No sale, transfer, exchange, or other disposal of any of the
17	Contract Total designated in Exhibit A or the right to the use thereof for use on land other
18	than that shown on Exhibit B shall be made by the Contractor without first obtaining the
19	written consent of the Contracting Officer. Such consent will not be unreasonably
20	withheld and a decision will be rendered in a timely manner. For short-term actions that
21	will occur within one year or less, the decision will be rendered within 30 days after
22	receipt of a complete written proposal. For long-term actions that will occur in a period
23	longer than one year, the decision will be rendered within 90 days after receipt of a

1	complete written proposal. For a proposal to be deemed complete by the Contracting
2	Officer, it must comply with all provisions required by State and Federal law, including
3	information sufficient to enable the Contracting Officer to comply with the National
4	Environmental Policy Act, the Endangered Species Act, and applicable rules or
5	regulations then in effect; Provided that, such consent does not authorize the use of
6	Federal facilities to facilitate or effectuate the sale, transfer, exchange or other disposal of
7	Base Supply. Such use of Federal facilities will be the subject of a separate agreement to
8	be entered into between the Contractor and Reclamation.
9	(f) For the purpose of determining whether section 3405(a)(1)(M) of
10	the CVPIA applies to the Contractor as a transferor or transferee of Project Water, the
11	Contracting Officer acknowledges that the Contractor is within a county, watershed or
12	other area of origin, as those terms are utilized under California law.
13	(g) Nothing herein contained shall prevent the Contractor from
14	diverting water during the months of November through March for beneficial use on the
15	land shown on Exhibit B or elsewhere to the extent authorized under the laws of the State
16	of California.
17	(h) The United States assumes no responsibility for and neither it nor
18	its officers, agents, or employees shall have any liability for or on account of:
19	(1) The quality of water to be diverted by the Contractor;
20	(2) The control, carriage, handling, use, disposal, or
21	distribution of water diverted by the Contractor outside the facilities constructed and then
22	being operated and maintained by or on behalf of the United States;

1	(3) Claims of damage of any nature whatsoever, including but
2	not limited to, property loss or damage, personal injury, or death arising out of or
3	connected with the control, carriage, handling, use, disposal, or distribution of said water
4	outside of the hereinabove referred to facilities; and
5	(4) Any damage whether direct or indirect arising out of or in
6	any manner caused by a shortage of water whether such shortage be on account of errors
7	in operation, drought, or unavoidable causes.
8	<u>RETURN FLOW</u>
9	4. Nothing herein shall be construed as an abandonment or a relinquishment
10	by the United States of any right it may have to the use of waste, seepage, and return flow
11	water derived from water diverted by the Contractor hereunder and which escapes or is
12	discharged beyond the boundaries of the lands shown on Exhibit B; Provided, that this
13	shall not be construed as claiming for the United States any right to such water which is
14	recovered by the Contractor pursuant to California law from within the boundaries of the
15	lands shown on Exhibit B, and which is being used pursuant to this Settlement Contract
16	for surface irrigation or underground storage for the benefit of the lands shown on Exhibit
17	B by the Contractor. [Colusa Basin Drain language may be required]
18	CONSTRAINTS ON THE AVAILABILITY OF WATER
19	5. (a) In a Critical Year, the Contractor's Base Supply and Project Water
20	agreed to be diverted during the period April through October of the Year in which the
21	principal portion of the Critical Year occurs and, each monthly quantity of said period
22	shall be reduced by twenty-five percent.

1 (b) The amount of any overpayment by the Contractor shall, at its 2 option, be refunded or credited upon amounts to become due to the United States from 3 the Contractor under the provisions hereof in the ensuing Year. To the extent of such 4 deficiency such adjustment of overpayment shall constitute the sole remedy of the 5 Contractor. 6 INTEGRATED WATER MANAGEMENT AND PARTNERSHIPS 7 6. The Contractor and United States desire to work together to maximize the 8 reasonable beneficial use of water for their mutual benefit. As a consequence, the United 9 States and the Contractor will work in partnership and with others within the Sacramento 10 Valley, including other Contractors, to facilitate the better integration within the 11 Sacramento Valley of all water supplies including, but not limited to, the better 12 management and integration of surface water and groundwater, the development and 13 better utilization of surface water storage, the effective utilization of waste, seepage and 14 return flow water, and other operational and management options that may be identified 15 in the future. [Language cross-referencing other related agreement will be added as 16 appropriate to the individual Settlement Contracts.] 17 USE OF WATER FURNISHED TO CONTRACTOR 18 7. (a) Project Water furnished to the Contractor pursuant to this 19 Settlement Contract shall not be delivered or furnished by the Contractor for any 20 purposes other than agricultural purposes without the written consent of the Contracting 21 Officer. For purposes of this Settlement Contract, "agricultural purposes" includes, but is 22 not restricted to, the watering of livestock, incidental domestic use including related 23 landscape irrigation, or underground water replenishment.

1	(b) The Contractor shall comply with requirements applicable to the
2	Contractor in biological opinion(s) prepared as a result of a consultation regarding the
3	execution of this Settlement Contract undertaken pursuant to Section 7 of the Endangered
4	Species Act of 1973, as amended, that are within the Contractor's legal authority to
5	implement. The Contractor shall comply with the limitations or requirements imposed by
6	environmental documentation applicable to the Contractor and within its legal authority
7	to implement. The Existing Contract, which evidences in excess of 40 years of
8	diversions, for agricultural uses, of the quantities of water provided for in Article 3, and
9	the underlying water rights of the Contractor will be considered in developing an
10	appropriate base-line for the Biological Assessment prepared pursuant to the Endangered
11	Species Act, and in any other needed environmental review. Nothing herein shall be
12	construed to prevent the Contractor from challenging or seeking judicial relief in a court
13	of competent jurisdiction with respect to any biological opinion or other environmental
14	documentation referred to in this Article.
15	RATE AND METHOD OF PAYMENT FOR WATER
16	8. (a) The Contractor shall make payments to the United States as
17	provided in this Article for all Project Water shown in Exhibit A as follows:
18	(1) seventy-five percent of the amount shown as Project Water
19	shall be paid for by the Contractor in each Year; and in addition
20	(2) the Contractor shall pay for Project Water actually diverted
21	in excess of seventy-five percent of the amount shown as Project Water.
22	Such payments shall be at Rates and Charges established in accordance with:
23	(i) the Secretary's then-current ratesetting policies for the Project; and (ii) applicable

I	Reclamation law and associated rules and regulations, or policies: <u>Provided</u> , that if the
2	Contractor desires to use Project Water for other than agricultural use the Rates and
3	Charges set forth above will be adjusted by the Contracting Officer to the applicable
4	Rates and Charges for such use. The Rates and Charges applicable to the Contractor
5	upon execution of this Settlement Contract are set forth in Exhibit D, as may be revised
6	annually. The Secretary's ratesetting policies for the Project shall be amended, modified,
7	or superseded only through a public notice and comment procedure. The Contracting
8	Officer shall adjust the amount of Project Water for which payment is required to the
9	extent of any reduction in diversions of Project Water made in accordance with the water
10	conservation provisions of Article 29(e).
11	(b) The Contracting Officer shall notify the Contractor of the Rates
12	and Charges as follows:
13	(1) Prior to July 1 of each Year, the Contracting Officer shall
14	provide the Contractor an estimate of the Charges for Project Water that will be applied
15	to the period October 1, of the current Year, through September 30, of the following
16	Year, and the basis for such estimate. The Contractor shall be allowed not less than two
17	months to review and comment on such estimates. On or before September 15 of each
18	Year, the Contracting Officer shall notify the Contractor in writing of the Charges to be
19	in effect during the period October 1 of the current Year, through September 30, of the
20	following Year, and such notification shall revise Exhibit D.
21	(2) Prior to October 1 of each Year, the Contracting Officer
22	shall make available to the Contractor an estimate of the Rates for Project Water for the
23	following Year and the computations and cost allocations upon which those Rates are

- 1 based. The Contractor shall be allowed not less than two months to review and comment
- 2 on such computations and cost allocations. By December 31 of each Year, the
- 3 Contracting Officer shall provide the Contractor with the final Rates to be in effect for
- 4 the upcoming Year, and such notification shall revise Exhibit D.
- 5 (c) The Contractor shall pay the United States for Project Water in the
- 6 following manner:
- 7 (1) With respect to Rates, prior to May 1 of each Year, the
- 8 Contractor shall pay the United States one-half the total amount payable pursuant to
- 9 subdivision (a) of this Article and the remainder shall be paid prior to July 1 or such later
- date or dates as may be specified by the United States in a written notice to the
- 11 Contractor: <u>Provided</u>, <u>however</u>, that if at any time during the Year the amount of Project
- Water diverted by the Contractor shall equal the amount for which payment has been
- made, the Contractor shall pay for the remaining amount of such water as shown in
- Exhibit A in advance of any further diversion of Project Water.
- 15 (2) With respect to Charges, the Contractor shall also make a
- payment to the United States, in addition to the Rate(s) in subdivision (c)(1) of this
- 17 Article, at the Charges then in effect, before the end of the month following the month of
- delivery or transfer. The payments shall be consistent with the quantities of Project
- 19 Water delivered or transferred. Adjustment for overpayment or underpayment of
- 20 Charges shall be made through the adjustment of payments due to the United States for
- 21 Charges for the next month. Any amount to be paid for past due payment of Charges
- shall be computed pursuant to Article 13 of this Settlement Contract.

1	(d) Payments to be made by the Contractor to the United States under
2	this Settlement Contract may be paid from any revenues available to the Contractor.
3	(1) All revenues received by the United States from the
4	Contractor relating to the delivery of Project Water or the delivery of non-Project water
5	through Project facilities shall be allocated and applied in accordance with Federal
6	Reclamation law and the associated rules or regulations, and the then current Project
7	ratesetting policies for Irrigation Water.
8	(e) The Contracting Officer shall keep its accounts pertaining to the
9	administration of the financial terms and conditions of its long-term water service and
10	Settlement Contracts, in accordance with applicable Federal standards, so as to reflect the
11	application of Project costs and revenues. The Contracting Officer shall, each Year upon
12	request of the Contractor, provide to the Contractor a detailed accounting of all Project
13	and Contractor expense allocations, the disposition of all Project and Contractor
14	revenues, and a summary of all water delivery information. The Contracting Officer and
15	the Contractor shall enter into good faith negotiations to resolve any discrepancies or
16	disputes relating to accountings, reports, or information.
17	(f) The parties acknowledge and agree that the efficient administration
18	of this Settlement Contract is their mutual goal. Recognizing that experience has
19	demonstrated that mechanisms, policies, and procedures used for establishing Rates and
20	Charges and/or for making and allocating payments, other than those set forth in this
21	Article may be in the mutual best interest of the parties, it is expressly agreed that the
22	parties may enter into agreements to modify the mechanisms, policies, and procedures for

any of those purposes while this Settlement Contract is in effect without amendment of
 this Settlement Contract.

- ratesetting policies for the Project will be established to recover only reimbursable operation and maintenance (including any deficits) and capital costs of the Project, as those terms are used in the then current Project ratesetting policies, and interest, where appropriate, except in instances where a minimum Rate is applicable in accordance with the relevant Project ratesetting policies for the Project will not be implemented until the Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and impact of the proposed change. The Contractor retains all rights to challenge the validity of Rates and Charges imposed pursuant to this Settlement Contract, including but not limited to operation and maintenance expenses and operation and maintenance deficits, in an appropriate administrative or judicial proceeding.
 - (h) Except as provided in subsection 3405(a)(1)(B) of the CVPIA, the Rates for Project Water transferred, exchanged, or otherwise disposed of, by the Contractor shall be the Contractor's Rates adjusted upward or downward to reflect the changed costs of delivery (if any) of the transferred, exchanged, or otherwise disposed of Project Water to the transferee's point of delivery in accordance with the then-current ratesetting policies for the Project. Except as provided in subsection 3407(d)(2)(A) of the CVPIA, the Charges for Project Water transferred, exchanged, or otherwise disposed of, by the Contractor shall be the Contractor's Charges specified in Exhibit D. If the Contractor is receiving lower Rates and Charges because of inability to pay and is

1	transferring, exchanging, or otherwise disposing of Project Water to another entity whose
2	Rates and Charges are not adjusted due to inability to pay, the Rates and Charges for
3	transferred, exchanged, or otherwise disposed of Project Water shall be the Contractor's
4	Rates and Charges unadjusted for ability to pay.
5	(i) Pursuant to the Act of October 27, 1986 (100 Stat. 3050), the
6	Contracting Officer is authorized to adjust determinations of ability to pay every five
7	years.
8	(j) Each payment to be made pursuant to subdivisions (a) and (b) of
9	this Article shall be made at the office of the Bureau of Reclamation, Mid-Pacific Region,
10	File No. 11546, P.O. Box 6000, San Francisco, California, 94160-1546, or at such other
11	place as the United States may designate in a written notice to the said Contractor.
12	Payments shall be made by cash transaction, wire, or any other mechanism as may be
13	agreed to in writing by the Contractor and the Contracting Officer. In the event there
14	should be a default in the payment of the amount due, the delinquent payment provisions
15	of Article 13 shall apply. The Contractor shall not be relieved of the whole or any part of
16	its said obligation by, on account of, or notwithstanding, as the case may be:
17	(1) Its failure, refusal, or neglect to divert seventy-five percent
18	of the quantity of Project Water shown on Exhibit A;
19	(2) The default in payment to it by any water user of
20	assessments, tolls, or other charges levied by or owing to said Contractor;
21	(3) Any judicial determination that any assessment, toll, or
22	other charge referred to in subsection 8(c)(2) of this Settlement Contract is irregular,
23	void, or ineffectual; or

1	(4) Any injunctive process enjoining or restraining the
2	Contractor from making or collecting any such assessment, toll, or other charge referred
3	to in subsection 8(c)(2) of this Settlement Contract.
4	AGREEMENT ON WATER QUANTITIES
5	9. (a) During the term of this Settlement Contract and any renewals
6	thereof:
7	(1) It shall constitute full agreement as between the United
8	States and the Contractor as to the quantities of water and the allocation thereof between
9	Base Supply and Project Water which may be diverted by the Contractor from the
10	Sacramento River for beneficial use on the land shown on Exhibit B which said
11	diversion, use, and allocation shall not be disturbed so long as the Contractor shall fulfill
12	all of its obligations hereunder;
13	(2) Neither party shall claim any right against the other in
14	conflict with the provisions of Article 9(a)(1) hereof.
15	(b) Nothing herein contained is intended to or does limit rights of the
16	Contractor against others than the United States or of the United States against any
17	person other than the Contractor: <u>Provided</u> , <u>however</u> , that in the event the Contractor, the
18	United States, or any other person shall become a party to a general adjudication of rights
19	to the use of water of the Sacramento River system, this Settlement Contract shall not
20	jeopardize the rights or position of either party hereto or of any other person and the
21	rights of all such persons in respect to the use of such water shall be determined in such
22	proceedings the same as if this Settlement Contract had not been entered into, and if final
23	judgment in any such general adjudication shall determine that the rights of the parties

1	hereto are different from the rights as assumed herein, the parties shall negotiate an
2	amendment to give effect to such judgment. In the event the parties are unable to agree
3	on an appropriate amendment they shall, within 60 days of determining that there is an
4	impasse, employ the services of a neutral mediator, experienced in resolving water rights
5	disputes, to assist in resolving the impasse. The cost of the mediation will be shared
6	equally. A failure to reach agreement on an amendment within 60 days of the end of
7	mediation will cause the immediate termination of this Settlement Contract.
8	(c) In the event that the California State Water Resources Control
9	Board or a court of competent jurisdiction issues a final decision or order modifying the
10	terms and conditions of the water rights of either party to this Settlement Contract in
11	order to impose Bay-Delta water quality obligations, the Contractor and the United States
12	shall promptly meet to determine whether or not to modify any of the terms of this
13	Settlement Contract to comply with the final decision or order, including, but not limited
14	to, the applicability of the rescheduling charge in Article 3(c)(1) of this Settlement
15	Contract. If within 60 days of the date of the issuance of the final decision or order the
16	parties are not able to reach agreement regarding either the need to modify this
17	Settlement Contract or the manner in which this Settlement Contract is to be modified,
18	the parties shall promptly retain a neutral mediator, experienced in resolving water right
19	disputes, to assist the parties in resolving their dispute. The cost of the mediator shall be
20	shared equally. In the event that either of the parties to this Settlement Contract
21	determines that the parties will not be able to develop mutually-agreeable modification(s)
22	to this Settlement Contract even with the assistance of a mediator, either of the parties to
23	this Settlement Contract may attempt to resolve the impasse by seeking appropriate

1 judicial relief including, but not limited to, filing a general adjudication of the rights to 2 the use of water in the Sacramento River system. The foregoing provisions of this sub-3 article shall only apply to the incremental obligations contained within a final decision or 4 order of the State Water Resources Control Board that reflects a modification to the 5 obligations imposed in State Water Resources Control Board Revised Water Rights 6 Decision 1641 dated March 15, 2000, and its associated 1995 Water Quality Control Plan 7 which, taken together, will be considered the baseline for the application of the 8 provisions of this sub-article. 9 (d) In the event this Settlement Contract terminates, the rights 10 of the parties to thereafter divert and use water shall exist as if this Settlement Contract 11 had not been entered into; and the fact that as a compromise settlement of a controversy 12 as to the respective rights of the parties to divert and use water and the yield of such 13 rights during the term hereof, this Settlement Contract places a limit on the Contract 14 Total to be diverted annually by the Contractor during the Settlement Contract term and 15 segregates it into Base Supply and Project Water shall not jeopardize the rights or 16 position of either party with respect to its water rights or the yield thereof at all times 17 after the Settlement Contract terminates. It is further agreed that the Contractor at all 18 times will first use water to the use of which it is entitled by virtue of its own water 19 rights, and neither the provisions of this Settlement Contract, action taken thereunder, nor 20 payments made thereunder to the United States by the Contractor shall be construed as an 21 admission that any part of the water used by the Contractor during the term of this 22 Settlement Contract was in fact water to which it would not have been entitled under 23 water rights owned by it nor shall receipt of payments thereunder by the United States

1	from the Contractor be construed as an admission that any part of the water used by the
2	Contractor during the term of this Settlement Contract was in fact water to which it
3	would have been entitled under water rights owned by it.
4	MEASUREMENT OF WATER
5	10. (a) All water diverted by the Contractor from the Sacramento River
6	will be diverted at the existing point or points of diversion shown on Exhibit A or at such
7	other points as may be mutually agreed upon in writing by the Contracting Officer and
8	the Contractor.
9	(b) All water diverted from the Sacramento River pursuant to this
10	Settlement Contract will be measured or caused to be measured by the United States at
11	each point of diversion with existing equipment or equipment to be installed, operated,
12	and maintained by the United States, and/or others, under contract with and at the option
13	of the United States. The equipment and methods used to make such measurement shall
14	be in accordance with sound engineering practices. Upon request of the Contractor, the
15	accuracy of such measurements will be investigated by the Contracting Officer and any
16	errors appearing therein will be corrected.
17	(c) The right of ingress to and egress from all points of diversion is
18	hereby granted to all authorized employees of the United States. The Contractor also
19	hereby grants to the United States the right to install, operate, maintain and replace such
20	equipment on diversion or carriage facilities at each point of diversion as the Contracting
21	Officer deems necessary.
22	(d) The Contractor shall not modify, alter, remove, or replace

diversion facilities or do any other act which would alter the effectiveness or accuracy of

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1	the measuring equipment installed by the United States or its representatives unless and
2	until the Contracting Officer has been notified with due diligence and has been given an
3	opportunity to modify such measuring equipment in such manner as may be necessary or
4	appropriate. In the event of an emergency the Contractor shall notify the United States
5	within a reasonable time thereafter as to the existence of the emergency and the nature
6	and extent of such modification, alteration, removal, or replacement of diversion
7	facilities.
8	(e) The Contractor shall pay the United States for the costs to repair,
9	relocate, or replace measurement equipment when the Contractor modifies, alters,
10	removes, or replaces diversion or carriage facilities.
11	(f) Contractor and Contracting Officer shall develop a mutually
12	agreeable surface water delivery water measurement program which shall be
13	implemented by the Contractor, and such measurement program shall be consistent with
14	the conservation and efficiency criteria for evaluating water conservation plans as
15	provided in Article 29(a).
16	(g) All new surface water delivery systems installed within the lands
17	delineated on Exhibit B after the effective date of this Settlement Contract shall also
18	comply with the measurement provisions described in this Article.
19	RULES AND REGULATIONS
20	11. The parties agree that the delivery of Project Water for irrigation use or
21	use of Federal facilities pursuant to this Settlement Contract is subject to Federal
22	Reclamation law, including but not limited to, the Reclamation Reform Act of 1982 (43

- 1 U.S.C. 390aa et seq.), as amended and supplemented, and the rules and regulations
- 2 promulgated by the Secretary of the Interior under Federal Reclamation law.

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

12. (a) The obligation of the Contractor to pay the United States as provided in this Settlement Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligations to the Contractor.

(b) The payment of Charges becoming due hereunder is a condition precedent to receiving benefits under this Settlement Contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor may be in arrears in the advance payment of water Rates due the United States. The Contractor shall not furnish water made available pursuant to this Settlement Contract for lands or parties which are in arrears in the advance payment of water rates levied or established by the Contractor.

(c) With respect to subdivision (b) of this Article, the Contractor shall have no obligation to require advance payment for water Rates which it levies.

CHARGES FOR DELINQUENT PAYMENTS

13. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of six percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of one-half of one percent per month prescribed by Section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

1	QUALITY OF WATER
2	14. The operation and maintenance of Project facilities shall be performed in
3	such manner as is practicable to maintain the quality of raw water made available through
4	such facilities at the highest level reasonably attainable as determined by the Contracting
5	Officer. The United States does not warrant the quality of water and is under no
6	obligation to construct or furnish water treatment facilities to maintain or better the
7	quality of water.
8	WATER AND AIR POLLUTION CONTROL
9	15. The Contractor, in carrying out this Settlement Contract, shall comply
10	with all applicable water and air pollution laws and regulations of the United States and
11	the State of California, and shall obtain all required permits or licenses from the
12	appropriate Federal, State, or local authorities.
13	EQUAL OPPORTUNITY
14 15 16	16. During the performance of this Settlement Contract, the Contractor agrees as follows:
17 18 19 20 21 22 23 24 25 26 27	(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
28 29 30 31 32	(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Settlement Contract or with any of the said rules, regulations, or orders, this Settlement Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS (For Districts Only)

17. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

1	(b) These statutes require that no person in the United States shall, on
2	the grounds of race, color, national origin, handicap, or age, be excluded from
3	participation in, be denied the benefits of, or be otherwise subjected to discrimination
4	under any program or activity receiving financial assistance from the Bureau of
5	Reclamation. By executing this Settlement Contract, the Contractor agrees to
6	immediately take any measures necessary to implement this obligation, including
7	permitting officials of the United States to inspect premises, programs, and documents.
8	
9	(c) The Contractor makes this agreement in consideration of and for
10	the purpose of obtaining any and all Federal grants, loans, contracts, property discounts,
11	or other Federal financial assistance extended after the date hereof to the Contractor by
12	the Bureau of Reclamation, including installment payments after such date on account of
13	arrangements for Federal financial assistance which were approved before such date.
14	The Contractor recognizes and agrees that such Federal assistance will be extended in
15	reliance on the representations and agreements made in this Article, and that the United
16	States reserves the right to seek judicial enforcement thereof.
17	
18	MINGLING OF CONTRACTOR'S PROJECT AND NON-PROJECT WATER
19	18. (a) Project Water must of necessity be transported by the Contractor to
20	its water users by means of the same works and channels used for the transport of its non-
20	its water users by means of the same works and channels used for the transport of its non-
21	Project Water including Base Supply. Notwithstanding such mingling of water, the
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22	provisions of Article 11 hereof shall be applicable only to Project Water, and such
23	mingling of water shall not in any manner subject to the provisions of Article 11 hereof
24	the Contractor's non-Project water including Base Supply.
25	(b) If required in accordance with subdivision (c) of this Article, the
26	Contractor shall install and maintain such measuring equipment and distribution facilities
27	and maintain such records as may be necessary to determine the amounts of water
20	delice and the French London constitute of the Contract of the
28	delivered to Excess Lands served by the Contractor. The Contractor shall not within any
20	month deliver to Ineligible Lands water in excess of the non-Project Water, including
29	month deriver to mengible Lands water in excess of the non-Project water, including
20	Page Supply for that month. The Contracting Officer or authorized representative shall
30	Base Supply, for that month. The Contracting Officer or authorized representative shall
31	have the right at all reasonable times to inspect such records and measuring equipment.
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1	(c) The Contractor will not be considered in violation of the
2	requirement that Project Water be delivered only to Eligible Lands during any month of
3	the irrigation season that the water requirement for beneficial use on Eligible Lands for
4	that month is equal to or in excess of the Project Water for that month as shown on
5	Exhibit A or any revision thereof pursuant to subdivision (c) of Article 3. The water
6	requirement for beneficial use on Eligible Lands will be determined by multiplying:
7	(1) the number of irrigable acres of the particular types of
8	crops grown in that year on the acreage designated as eligible by
9	(2) the Unit Duties as set forth in Exhibit C attached hereto and
10	made a part hereof, or by such other Unit Duties mutually agreed upon by the Contractor
11	and the Contracting Officer. In order to make the computation of the water requirement
12	for Eligible Lands, on April 1 of each Year and concurrently with its order for water for
13	the irrigation season, the Contractor shall designate the acreage of and type of crops to be
14	grown on its Eligible Lands that irrigation season. During any month the water
15	requirement as above determined for crops growing on Eligible Lands during such month
16	is equal to or in excess of the Project Water for that month as provided herein the
17	Contractor shall not be required to measure the water delivered to Excess Lands. Any
18	month the said water requirement is less than the amount of Project Water as provided
19	herein, the Contractor will be required to measure water delivered to excess land in
20	accordance with subdivision (b) hereof.
21	BOOKS, RECORDS, AND REPORTS
22 23 24 25	19. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Settlement Contract, including: the Contractor's financial transactions, water supply data, and Project land and right-of-way agreements; the water users' land-use (crop census), land

1 2 3 4 5 6 7	ownership, land-leasing and water use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Settlement Contract shall have the right during office hours to examine and make copies of each other's books and official records relating to matters covered by this Settlement Contract.			
8	CHANGE OF PLACE OF USE OR ORGANIZATION			
9	20. (a) Unless the written consent of the United States is first obtained no			
10	change shall be made in the place of water use shown on Exhibit B.			
11	(b) While this Settlement Contract is in effect, no change shall be			
12	made in the area of the Contractor as shown on its Exhibit B, by inclusion, exclusion,			
13	annexation or detachment of lands, by dissolution, consolidation, or merger or otherwise			
14	except upon the Contracting Officer's written consent thereto. Such consent will not be			
15	unreasonably withheld and a decision will be provided in a timely manner. [There may			
16	need to be Contractor specific language added.]			
17	(c) In the event lands are annexed to or detached from the area of the			
18	Contractor, as provided herein, the quantity of Project Water to be diverted may be			
19	increased or decreased, as may be appropriate, pursuant to a supplemental agreement to			
20	be executed in respect thereto.			
21	CONSOLIDATION OF CONTRACTING ENTITIES			
21 22 23	21. Consolidation of Contractors may be approved by the Contracting Officer			
24	provided: (i) the Contracting Officer approves the form and organization of the resulting			
25	entity and the utilization by it of the Contract Total; and (ii) the obligations of the			
26	Contractors are assumed by such entity.			
27	No such consolidation shall be valid unless and until approved by the Contracting			
28	Officer.			

1	<u>NOTICES</u>		
2 3 4 5 6	22. Any notice, demand, or request authorized or required by this Settlement Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Northern California Area Office, Bureau of Reclamation, 16349 Shasta Dam Blvd., Shasta Lake, California, 96019, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of		
7	Directors /City Council of the The designation of the		
8	addressee or the address may be changed by notice given in the same manner as provided		
9	in this Article for other notices.		
10	ACCIONMENT I IMITED CLICOECCODO AND ACCIONS ODLICATED		
11 12	ASSIGNMENT LIMITEDSUCCESSORS AND ASSIGNS OBLIGATED		
13	23. (a) The provisions of this Settlement Contract shall apply to and bind		
14	the successors and assigns of the parties hereto, but no assignment or transfer of this		
15	Settlement Contract or any right or interest therein shall be valid until approved in writing		
16	by the Contracting Officer.		
17	by the conducting officer.		
18	(b) The assignment of any right or interest in this Settlement Contract		
19	by either party shall not interfere with the rights or obligations of the other party to this		
20	Settlement Contract absent the written concurrence of said other party.		
21			
22	(c) The Contracting Officer shall not unreasonably condition or		
23	withhold his approval of any proposed assignment.		
24			
25	OFFICIALS NOT TO BENEFIT		
26			
27	24. (a) No Member of or Delegate to Congress, Resident Commissioner,		
28	or official of the Contractor shall benefit from this Settlement Contract other than as a		
29	water user or landowner in the same manner as other water users or landowners.		
30	(h) No officer or member of the covering board of the Contractor		
31 32	(b) No officer or member of the governing board of the Contractor		
33	shall receive any benefit that may arise by reason of this Settlement Contract other than		
34	as a landowner within the Contractor's service area and in the same manner as other landowners within the said service area.		
35	landowners within the said service area.		
36	CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS		
37	CONTINUENT OF ON THE ROTHER TO THE CONTINUENT OF TOTAL		
38	25. The expenditure or advance of any money or the performance of any		
39	obligation of the United States under this Settlement Contract shall be contingent upon		
40	appropriation or allotment of funds. Absence of appropriation or allotment of funds shall		
41	not relieve the Contractor from any obligations under this Settlement Contract. No		
42	liability shall accrue to the United States in case funds are not appropriated or allotted.		
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1	CONFIRMATION OF SETTLEMENT CONTRACT			
2 3 4 5 6 7 8 9	promptly seek to secure a decree of a court of competent jurisdiction of the State of California, if appropriate, confirming the execution of this Settlement Contract. The Contractor shall furnish the United States a certified copy of the final decree, the validation proceedings, and all pertinent supporting records of the court approving a confirming this Settlement Contract, and decreeing and adjudging it to be lawful, valued binding on the Contractor. This Settlement Contract shall not be binding on the United States until such final decree has been secured.			
11	UNAVOIDABLE GROUNDWATER PERCOLATION			
12	27. To the extent applicable, the Contractor shall not be deemed to have			
13	delivered Project Water to Excess Lands or Ineligible Lands if such lands are irrigated			
14	with groundwater that reaches the underground strata as an unavoidable result of the			
15	delivery of Project Water by the Contractor to Eligible Lands.			
16 17	PRIVACY ACT COMPLIANCE			
18 19 20 21 22 23 24	28. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in maintaining Landholder acreage certification and reporting records, required to be submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.18.			
25 26 27 28 29 30	(b) With respect to the application and administration of the criminal penalty provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees responsible for maintaining the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).			
31 32 33 34 35 36 37	(c) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Acreage LimitationInterior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information contained in the Landholder's certification and reporting records.			
38 39 40	(d) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager who shall be responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to			

43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

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(e) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64; and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.18, unless the requester elects to cite the Privacy Act as a basis for the request.

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WATER CONSERVATION

29. (a) Prior to the diversion of Project Water, the Contractor shall be implementing an effective water conservation and efficiency program based on the Basin-Wide Water Management Plan and/or Contractor's water conservation plan that has been determined by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water conservation plans established under Federal law. The water conservation and efficiency program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. Continued diversion of Project Water pursuant to this Settlement Contract shall be contingent upon the Contractor's continued implementation of such water conservation program. In the event the Contractor's water conservation plan or any revised water conservation plan completed pursuant to subdivision (c) of Article 29 of this Settlement Contract have not yet been determined by the Contracting Officer to meet such criteria, due to circumstances which the Contracting Officer determines are beyond the control of the Contractor, Project Water deliveries shall be made under this Settlement Contract so long as the Contractor diligently works with the Contracting Officer to obtain such determination at the earliest practicable date, and

1	thereafter the Contractor immediately begins implementing its water conservation and		
2	efficiency program in accordance with the time schedules therein.		
3	(b) The Contractor shall submit to the Contracting Officer a report on		
4	the status of its implementation of the water conservation plan on the reporting dates		
5	specified in the then existing conservation and efficiency criteria established under		
6	Federal law.		
7	(c) At five year intervals, the Contractor shall revise its water		
8	conservation plan to reflect the then current conservation and efficiency criteria for		
9	evaluating water conservation plans established under Federal law and submit such		
10	revised water management plan to the Contracting Officer for review and evaluation.		
11	The Contracting Officer will then determine if the water conservation plan meets		
12	Reclamation's then current conservation and efficiency criteria for evaluating water		
13	conservation plans established under Federal law.		
14	(d) If the Contractor is engaged in direct ground-water recharge, such		
15	activity shall be described in the Contractor's water conservation plan.		
16	(e) In order to provide incentives for water conservation, the		
17	Contractor may reduce the amount of Project Water for which payment is required under		
18	Article 8(a) in accordance with the provisions of this Article 29(e).		
19	(1) On or before February 15 of any Water Year, the		
20	Contractor may file with Reclamation an offer to reduce Project Water use, hereinafter		
21	referred to as Offer. The Offer shall specify the maximum quantity of Project Water to		
22	be diverted by the Contractor for each month that Project Water is available for that		
23	Water Year under this Settlement Contract. The Contracting Officer shall provide the		

1	Contractor with a decision, in writing, to the Offer on or before March 13 of that water		
2	Year. The dates specified in this Article 29(e)(1) can be changed if mutually agreed to, in		
3	writing, by the Contractor and Contracting Officer.		
4	(2) If Reclamation accepts the Offer, the Contractor's payment		
5	obligation under Article 8(a)(1) shall be reduced to the maximum quantity of Project		
6	Water to be diverted by the Contractor as specified in the Offer. The Contractor shall not		
7	divert Project Water in excess of the quantities set forth in the Offer: Provided, however,		
8	if the Contractor's diversions of Project Water exceed the quantities set forth in the Offer,		
9	the Contractor shall pay to Reclamation the applicable Rates and Charges plus an amount		
10	equal to the applicable Rates and Charges, unadjusted for ability to pay, for each acre-		
11	foot of Project Water diverted in excess of the quantities set forth in the Offer.		
12	(3) If Reclamation decides not to accept the Offer, the		
13	Contractor's payment obligation will remain as specified in Article 8(a)(1).		
14	(4) The provisions of this Article 29(e) shall be in addition to		
15	and shall not affect the provisions of Article 3(e) pertaining to the sale, transfer, exchange		
16	or other disposal of the Contract Total designated in Exhibit A.		
17	OPINIONS AND DETERMINATIONS		
18 19	30. (a) Where the terms of this Settlement Contract provide for actions to		
20	be based upon the opinion or determination of either party to this Settlement Contract,		
21	said terms shall not be construed as permitting such action to be predicated upon		
22	arbitrary, capricious, or unreasonable opinions or determinations. Both parties,		
23	notwithstanding any other provisions of this Settlement Contract, expressly reserve the		
24	right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or		

- 1 unreasonable opinion or determination. Each opinion or determination by either party
- 2 shall be provided in a timely manner. Nothing in subdivision (a) of Article 30 of this
- 3 Settlement Contract is intended to or shall affect or alter the standard of judicial review
- 4 applicable under Federal law to any opinion or determination implementing a specific
- 5 provision of Federal law embodied in statute or regulation.
- 6 (b) The Contracting Officer shall have the right to make
- 7 determinations necessary to administer this Settlement Contract that are consistent with
- 8 the provisions of this Settlement Contract, the laws of the United States and of the State
- 9 of California, and the rules and regulations promulgated by the Secretary of the Interior.
- 10 Such determinations shall be made in consultation with the Contractor to the extent
- 11 reasonably practicable.

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CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

- 31. (a) In addition to all other payments to be made by the Contractor pursuant to this Settlement Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill and detailed statement submitted by the Contracting Officer to the Contractor for such specific items of direct cost incurred by the United States for work requested by the Contractor associated with this Settlement Contract plus indirect costs in accordance with applicable Bureau of Reclamation policies and procedures. All such amounts referred to in this Article shall not exceed the amount agreed to in writing in advance by the Contractor. This Article shall not apply to costs for routine contract administration.
- 22 (b) All advances for miscellaneous costs incurred for work requested 23 by the Contractor pursuant to Article 31 of this Settlement Contract shall be adjusted to

- 1 reflect the actual costs when the work has been completed. If the advances exceed the
- 2 actual costs incurred, the difference will be refunded to the Contractor. If the actual costs
- 3 exceed the Contractor's advances, the Contractor will be billed for the additional costs
- 4 pursuant to Article 31 of this Settlement Contract.

5

WAIVER OF DEFAULT

- 6 32. The waiver by either party to this Settlement Contract as to any default
- 7 shall not be construed as a waiver of any other default or as authority of the other party to
- 8 continue such default or to make, do, or perform, or not to make, do, or perform, as the
- 9 case may be, any act or thing which would constitute a default.

1	IN WITNESS WHEREOF, the parties hereto have executed this Settlement		
2	Contract as of the day and year first hereinabove written.		
3			
4		THE UNITED STATES OF AMERICA	
5			
6			
7			
8		By: Regional Director, Mid-Pacific Region	
9		Regional Director, Mid-Pacific Region	
10		Bureau of Reclamation	
11			
12			
13	(SEAL)		
14			
15		(0	
16		(Contractor)	
17			
18		D	
19		By: President	
20 21		Fiesidein	
22			
23		ATTEST:	
24		ATTEST.	
25			
26			
27		Secretary	
28		Societaly	
29			
30	(I:\sac river renewal\contract drafts\)	StdIrrDft Contract Final.doc)	

1 2	2003 Water Rates and Charges for Contract No. ##-##-##### Contractor Name - Sacramento River		
3			
4			
5			
6		Per Acre-Foot	
7			
8	COST OF SERVICE RATES:		
9	G 1 15	* 4 * 4	
10	Capital Rates	\$4.24	
11	001410		
12	O&M Rates:		
13 14	Water Marketine	\$5 CC	
15	Water Marketing Storage	\$5.66 \$4.87	
16	Storage	φ4.67	
17	Deficit Rates:		
18	Deficit Rucos.		
19	Interest Bearing	\$3.34	
20		40.0	
21	TOTAL	\$18.11	
22			
23	FULL-COST RATES:		
24			
25	Section 202(3) Rate is applicable to a		
26	Qualified Recipient or to a Limited		
27	Recipient receiving irrigation water		
28	on or before October 1, 1981.	\$22.12	
29			
30	Section 205(a)(3) Rate is		
31	applicable to a Limited Recipient that		
32	did not receive irrigation water on or	Φ2.4.47	
33	before October 1, 1981.	\$24.47	
34			
35 36	CHARGES UNDER P.L. 102-575 TO THE		
37	RESTORATION FUND 1/		
38	RESTORATION FUND 1/		
39	Restoration Payments (3407(d)(2)(A))	\$7.54	
40	Restoration 1 ayments (5 107(a)(2)(11))	Ψ1.51	
41			
42	1/ Restoration fund charges are payments in add	dition to the water rates and were	
43	determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges		
44	are on a fiscal year basis (10/1 - 9/30).	,	